APMA MIPS APP

TERMS OF SERVICE FOR END-USERS

THE SERVICE PROVIDERS (DEFINED BELOW) ARE WILLING TO GRANT YOU RIGHTS TO ESTABLISH AN ACCOUNT AND TO USE THE APMA MIPS SERVICES (DEFINED BELOW) ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE SERVICES AGREEMENT CAREFULLY. BY CLICKING ON "I ACCEPT", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY OR PERSON, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR PERSON TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY OR PERSON, THEN THE SERVICE PROVIDERS ARE UNWILLING TO GRANT YOU RIGHTS TO ACCESS AND USE THE APMA MIPS SERVICES.

TERMS OF SERVICE AGREEMENT

Effective Date: 9/24/2018_____

1.   Parties

1.1   This is a three-party agreement among Reseller, the party that offered you APMA MIPS Services (the "Primary Service Provider"), and Darena Solutions LLC, the originator of the MyMipsScore Services (the "Backend Service Provider"), and you.

1.2   Both the Primary Service Provider and the Backend Service Provider will be referred to collectively as the "Service Provider", and both will have full rights to enforce this Agreement. All references to "we", "us", and "our" shall be construed to mean the Service Provider.

1.3   If you are not acting on behalf of yourself as an individual, then "you", "your", and "yourself" means your company or organization or the person you are representing.

2. Agreement

2.1   This Agreement between you and the Service Provider consists of this Terms of Service Agreement.

2.2   This Agreement between you and the Service Providers is also subject to their respective Privacy Policies.

3. Modification of Agreement

We reserve the right to modify this Agreement at any time by posting an amended Agreement that is always accessible through links placed on one of the APMA MIPS Services or login pages and/or by giving you prior notice of a modification. You should check this Agreement periodically for modifications by scrolling to the bottom of this page for a listing of material modifications and their effective dates. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF AN AMENDED AGREEMENT OR PROVIDING YOU NOTICE OF A MODIFICATION WILL CONSTITUTE BINDING ACCEPTANCE.

4. Eligibility

APMA MIPS Services are not available to minors under the age of 18 years of age and any user that has been suspended or removed from the system.

5. APMA MIPS Services

"APMA MIPS Services" consist of the following services that the Backend Services Provider provides through its App. We reserve the right to update and modify the Services from time to time.

1. Import Quality Measures data using QRDA III files generated from a Certified EHR.
2. Import Promoting Interoperability (PI) measures data through csv templates.
3. Manual data entry support for PI and Improvement Activity (IA) categories.
4. Search and select from list of all available IAs for 2018.
5. Calculation of IA Score based on selected activity(ies).
6. Calculation of points for Quality Measures based on benchmarks available from CMS for all EHR, Registry and Claims submission methods.
7. Calculation of Quality score.
8. Calculation of PI score based on 2014 or 2015 EHR edition.
9. Calculation of estimated MIPS Composite Performance Score (CPS).
10. MyMipsScore Patent Pending MIPS Score Simulator.
11. Export QRDA III file for data submission to CMS for IA, PI and EHR submission eligible

Quality Measures.

12. MIPS data transmission to the APMA Registry for the 2018 performance year.

Some features of APMA MIPS Services may be limited for a particular Account based on the available data. For e.g. User can manually enter data for any Quality Measure but automated measure calculations (numerator and denominator) are limited to measures for which the data is available through the EHR.

6. Use and Restrictions

Subject to the terms and conditions of this Agreement, you may access and use the APMA MIPS Services only through the login protocols provided to you, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by the Service Providers and their licensors.

6.1 You will be granted authorized login protocols for the APMA MIPS Services, and you agree not to use the APMA MIPS Services in excess of your authorized login protocols. You agree not to access (or attempt to access) the APMA MIPS Services by any means other than through the login protocols we provide. You agree not to access (or attempt to access) the APMA MIPS Services through any other means.

6.2 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the APMA MIPS Services or content; (ii) modify or make derivative works based upon the APMA MIPS Services or content; (iii) "frame" or "mirror" the APMA MIPS Services or content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile the APMA MIPS Services or their enabling software for any purpose.

6.3 You are not authorized to use our APMA MIPS Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.

7. Inquiries Regarding APMA MIPS Services

You agree to make all inquiries regarding the APMA MIPS Services and technical support directly to the Primary Service Provider, unless the Backend Service Provider requests you to contact the Backend Service Provider.

8. Transition from Primary Service Provider

If the Backend Service Provider notifies you of a transition from the Primary Service Provider, you will have a period of thirty (30) days during which you may enter into an agreement with the Backend Service Provider for continuation of the MyMipsScore Services under mutually agreeable terms and conditions. If a mutual agreement is not entered into during such thirty

(30) day period, you will have an additional thirty (30) day period to transition to another service provider.

9. Ownership

The software and technology used by the Backend Service Provider to generate and provide the APMA MIPS Services are protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by the Backend Service Provider and/or others. Except for the limited rights granted herein, all other rights are reserved.

10. Termination

You agree that we may terminate your account and access to the APMA MIPS Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all APMA MIPS Services, and (ii) deletion of your login protocols. Further, you agree that all terminations shall be made in our sole discretion, and that we will not be liable to you or any third-party for any termination of your account or access to APMA MIPS Services.

11. Your Account-Related Responsibilities

You are responsible for maintaining the confidentiality of your login protocols, and any additional information that we may provide regarding accessing the APMA MIPS Services. If you knowingly share your login protocols with another person who is not authorized to use the APMA MIPS Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.

12. Warranty Disclaimers

EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE APMA MIPS SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THE APMA MIPS SERVICES. THE SERVICE PROVIDER AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE APMA MIPS SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE SERVICE PROVIDERS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE APMA MIPS SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES

MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability

IN NO EVENT SHALL THE SERVICE PROVIDER AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE APMA MIPS SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE APMA MIPS SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE APMA MIPS SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Confidential Information

You agree that all non-public information that we provide regarding the APMA MIPS Services, including without limitation, our pricing, marketing methodology, and business processes, is our proprietary confidential information. You agree to use this confidential information only for purposes of exercising your rights as our affiliate while in strict compliance with this Agreement, and you further agree not to use or disclose this confidential information for a period of three (3) years after termination as our affiliate.

15. Onward Transfer of Personal Information Outside Your Country of Residence

Any personal information which we may collect on the APMA MIPS Services will be stored and processed in our servers located only in the United States.

16. Export Control

We provide APMA MIPS Services and use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. You acknowledge and agree that the APMA MIPS Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The

lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the APMA MIPS Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

17.   Registration Data

Registration is required for you to establish an account at the APMA MIPS Services. You agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

18.   Monitoring

We reserve the right to monitor your access and use of the APMA MIPS Services without notification to you.

19.   Security

You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. As part of the APMA MIPS Services, the Service Provider shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of Service Provider to perform the forgoing obligations, the parties agree that Service Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Service Provider at the time. Service Provider will promptly report to you any unauthorized access to your data promptly upon discovery by Service Provider, and Service Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In

the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

20. Notices

We may give notice to you by means of (i) a general notice in your account information, (ii) by electronic mail to your e-mail address on record in your Registration Data, or (iii) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to the Primary Service Provider (such notice shall be deemed given when received) at any time by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail, in either case, addressed to the attention of "Executive Director/Chief Executive Officer". Notices will not be effective unless sent in accordance with the above requirements.

21. Arbitration

Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall be conducted by telephone or online. The arbitrator shall apply the laws of the State of Missouri to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to $1,000.00.

22. Applicable Law, Jurisdiction, and Venue

This Agreement shall be construed under the laws of the State of Missouri, without regard to its principles of conflicts of law. The courts of St. Louis County in the State of Missouri, USA and the nearest U.S. District Court in the State of Missouri shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement.

23. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any

event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

24. Force Majeure

We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

25. Survival

Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include, without limitation, the following: Warranty Disclaimers, Limitation of Liability, Confidential Information, Security, Notices, Arbitration, Applicable Law, Jurisdiction and Venue, Severability, Force Majeure, and Miscellaneous.

26. U.S. Government End-Users

We provide the APMA MIPS Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the APMA MIPS Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Unpublished-rights reserved under the copyright laws of the United States.

27. Miscellaneous

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. The application the United Nations Convention of Contracts for

the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language.

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